

**UNITED STATES DISTRICT COURT
FOR THE
WESTERN DISTRICT OF WISCONSIN**

THE DOUGLAS STEWART COMPANY, INC.,
a Wisconsin corporation,
2402 Advance Road
Madison, WI 53704,

Plaintiff,

Case No.: _____

vs.

TURBO SQUID, INC.,
a Louisiana corporation,
400 Poydras Street, Suite 1500
New Orleans, LA 70130,

Defendant.

COMPLAINT

NOW COMES the Plaintiff, The Douglas Stewart Company, Inc., by its attorneys, Cullen Weston, Pines & Bach LLP, and as for a complaint against the defendant, Turbo Squid, Inc., alleges as follows:

1. This is an action to recover an amount owed for product returned pursuant to a distribution contract between a Wisconsin company and a Louisiana company.

JURISDICTION

2. Jurisdiction is conferred on the court by 28 U.S.C. Section 1332.

VENUE

3. Venue is proper in this district pursuant to 28 U.S.C. Section 1391(a)(2) and (3).

PARTIES

4. The plaintiff, The Douglas Stewart Company, Inc. (“Douglas Stewart”), is a Wisconsin corporation with its principal place of business at 2402 Advance Road, Dane County, Madison, Wisconsin 53704, which engages in the business of wholesale distribution of software and merchandise to education resellers including college bookstores.

5. The defendant, Turbo Squid, Inc. (“Turbo Squid”), is a Louisiana corporation with its principal place of business at 400 Poydras Street, Suite 1500, New Orleans, LA 70130, which engages in the manufacture and sale of computer software including the sale of education versions of its software.

BACKGROUND

6. Douglas Stewart and Turbo Squid entered into a Distribution and Marketing Agreement dated February 4, 2004 (the “Distribution Agreement”), which required Douglas Stewart to purchase Turbo Squid products in order to maintain an inventory of Turbo Squid products for resale.

7. Douglas Stewart purchased computer software products from and returned excess inventory of products to Turbo Squid pursuant to the terms of the Distribution Agreement during calendar years 2004, 2005, 2006 and 2007. Douglas Stewart timely paid in full for all product it purchased from Turbo Squid.

8. Pursuant to the Distribution Agreement, Douglas Stewart terminated the Distribution Agreement by letter to Turbo Squid dated February 29, 2008.

9. Pursuant to the Distribution Agreement, Douglas Stewart timely requested Turbo Squid to provide Douglas Stewart a Return Merchandise Authorization permitting Douglas

Stewart to return all software products in Douglas Stewart's inventory as of the conclusion of the Distribution Agreement which products had been purchased from Turbo Squid.

10. Turbo Squid has refused to provide the Return Merchandise Authorization requested by Douglas Stewart upon the conclusion of the Distribution Agreement.

11. The Distribution Agreement requires Turbo Squid to refund to Douglas Stewart the purchase price Douglas Stewart paid for any Turbo Squid products returned to Turbo Squid.

12. Turbo Squid has refused to refund to Douglas Stewart the price it paid for Turbo Squid products Douglas Stewart tried to return to Turbo Squid.

13. Following the termination of the Distribution Agreement, Turbo Squid deactivated the authorization code for each Turbo Squid software product in Douglas Stewart's inventory thereby rendering the products unsaleable by Douglas Stewart.

CLAIM

14. Douglas Stewart has been damaged by Turbo Squid's breach of its contractual obligation to accept return of Douglas Stewart's inventory of Turbo Squid products upon the conclusion of the Distribution Agreement and to refund to Douglas Stewart the purchase price Douglas Stewart paid for such products.

15. The total amount Turbo Squid owes Douglas Stewart for products to be returned is \$79,396.20.

WHEREFORE, Douglas Stewart seeks judgment in the amount of \$79,396.20, plus additional finance charges as may accrue under the parties agreement, plus actual attorney fees and costs and such other relief as the court finds just and equitable.

Dated this 13th day of November, 2008 at Madison, Wisconsin.

Respectfully Submitted,

/s/ Carol Grob

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